

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT
Between
FEDERAL BUREAU OF INVESTIGATION (1513)
And
GENERAL SERVICES ADMINISTRATION

ADC00084	Draft	Version:	29	Date Last Modified:	29-May-2013
DC0090ZZ				Extension of Term	

FEDERAL BUREAU OF INVESTIGATION (Code 1513) will occupy 1,288,928.00 usable (1,779,349.00 rentable) square feet of space and 800 structured parking spaces and 0 surface parking spaces at J EDGAR HOOVER BLDG (DC0090) located at 935 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 60 months commencing on or about 10/01/2014.

FEDERAL BUREAU OF INVESTIGATION (Code 1513) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

FEDERAL BUREAU OF INVESTIGATION (Code 1513) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Promoting Efficient Spending to Support Agency Operations

In accordance with the Presidential Memorandum "Disposing of Unneeded Federal Real Estate" issued on June 10, 2010 and Office of Management and Budget Memorandum "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012, Executive agencies shall not increase the size of their overall civilian real estate inventory and increases in an agency's total square footage must be offset by reductions elsewhere. FEDERAL BUREAU OF INVESTIGATION is aware of Section 3 - Real Property of the OMB memo.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant

agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. Regardless of the OA term, the shell rate or "as is" rate is set for periods up to but not beyond five (5) years. For OAs with terms beyond 5 years, the shell or "as is" rent will be re-appraised every 5 years. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this occupancy agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that:

1) For all other types of occupancies and new occupancies prior to October 1, 2011 the tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned.

2) For new occupancies (new space assignments to PBS inventory) as of October 1, 2011 the tenant agency may relinquish space upon four (4) months' notice at any point after the first twelve (12) months of occupancy. Thus, after the first twelve (12) months of occupancy, the tenant agency's financial obligation can be reduced to four (4) months of Rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned.

Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until

the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting

fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Other Mandatory Clauses

Space Item of Antenna

Placement, installation, operation and removal of telecommunications devices (such as antennas) in common areas (such as rooftops) may be conducted by the customer agency with the approval of the GSA Building Manager. GSA's cost for providing space for telecommunications will be covered through a license fee that may be established by GSA on the basis of:

An appraisal or market analysis prepared by a local real estate professional.

or

A national valuation model.

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Delegations Clause

This Occupancy Agreement is in a building where one of the tenants has been granted the authority and the responsibility to provide all or some operations, maintenance, and/or utility services for the building normally provided by GSA. The designated agency has the responsibility to operate and manage the building in accordance with the Standard Operating Procedures attached to their delegation agreement with GSA.

The provisions of this occupancy agreement pertain only to the services provided by GSA. The designated agency may reach its own agreement with the occupant for the services it provides.

The terms and conditions as outlined and agreed upon in the delegation agreement between GSA and the delegated agency are not altered by this occupancy agreement. A renewal of this occupancy agreement is not an automatic renewal of the delegation agreement.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from 7:00 am to 5:00 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Final OA

This OA represents the final terms of occupancy.

Optional Clauses

Optional Clauses for All Occupancy Agreements

Continuing Occupancy

This OA is being extended to reflect the continuing requirement of your current assignment beginning October 2014. There have been no changes to the usable square footage and no additional Tenant Improvement costs have been added. The shell term has been extended for an additional 5 years (60 months) at a new appraised shell and operating rate per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

National Capital Optional

Delegations of Authority: A. Building Operation and Maintenance

The FEDERAL BUREAU OF INVESTIGATION has the delegated authority for building operations and maintenance in the Government-owned facility. The agency has the responsibility to operate and manage the building in accordance with the Standard Operating Procedures attached to their delegation agreement. The terms and conditions as outlined and agreed upon in the referenced delegation agreement between GSA and FEDERAL BUREAU OF INVESTIGATION are still applicable.

Copy of signed delegation agreement

ZZZ - Portfolio Signature Block

Approved:

(b) (6)

A large black rectangular redaction box covers the signature area. The text "(b) (6)" is printed in red at the top left corner of the redacted area.

NCR Portfolio Representative

Title

Date

Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

Ad Hoc Clauses

Purpose of OA ADC00084 v.29

This OA is being extended to reflect the continuing requirement of your current assignment beginning . There have been no changes to the usable square footage and no additional Tenant Improvement costs have been added. The shell term has been extended for an additional 5 years (60 months) at a new appraised shell and operating rate per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

Appraisal Basis FY15 ADC00084 v.29

The rates in this OA are based off an FY15 appraisal and are in effect from 10/1/2014 - 9/30/2019, at which time the rates will reset to market at the FY20 appraisal.

Antenna ADC00084 FY15

The financial pages of this OA include a charge for 86 rooftop antenna at the antenna rate of \$1,815.82 per antenna for fiscal year 2015. This charge is subject to annual escalations.

Other Contract Services ADC00084 v.29

The financials of this OA include a charge for Other Contract Services (OCS) in the amount of \$0.281395/sf; this charge is subject to annual escalations.

Additional Details on Delegated Cost-ADC00084

DC0090ZZ is a delegated facility and the associated costs for the operation of the facility shall be the responsibility of the Federal Bureau of Investigations . All associated service contracts for the utilities shall be administered by FBI to include water and sewage. GSA retains responsibility for switchgear and fire alarm maintenance. Payment for these services will be via the operating costs (other contract services) and shall be paid via the annual rent by FBI.

BID Tax

The Business Improvement District (BID) Fee shall also be billed via the operating costs (other contract services) and shall be paid via the annual rent by Federal Bureau of Investigation.

I agree to the initial terms with the understanding modifications will be made over time.

Approved Andrew N Young	Approved MARY E. COSTA
Agency Representative (b) (6)	GSA Representative (b) (6)
Title Section Chief, Facilities	Title Director, DC Service Center
Date 8/20/2013	Date June 19, 2013

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01-Oct-2014
30-Sep-2019

Version: 29

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Date Last Modified: 29-May-2013

OA Start Date:
OA End Date:

Extension of Term
Fiscal Year: 2015
Period: 01-Oct-2014 to 30-Sep-2015

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	1,779,349	\$38,256,003.50	\$21.500000000
3. Operating Costs ##	(b) (4)		
A. Market Rent SubTotal	1,779,349	\$38,756,703.41	\$21.781395000
9. Parking			
a. Structured (number of spaces)	800	\$3,321,136.00	\$4,151.420000000
B. Agency Rent SubTotal	1,779,349	\$3,321,136.00	\$1.866489373
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,779,349	\$42,077,839.41	
E. Adjustments SubTotal		\$0.00	
F. Total Rent Bill(D+E)		\$42,077,839.41	
15. Antennas			
Antenna		\$156,160.52	
G. Total Antenna Bill		\$156,160.52	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$42,233,999.93	
J. LUMP SUM ITEMS			
	Customization Tier		3
## Operating Cost Escalation Applies	(b) (4)		

Note: ANSI Rentable of 1,779,349 is 1,288,928 Assigned Usable Space PLUS 490,421 Common Space.
R/U Factor is 1.380487506

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Date Last Modified: 29-May-2013

OA Start Date:
OA End Date:

01-Oct-2014
30-Sep-2019

Extension of Term
Fiscal Year: 2016
Period: 01-Oct-2015 to 30-Sep-2016

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	1,779,349	\$38,256,003.50	\$21.500000000
3. Operating Costs ##	(b) (4)		
A. Market Rent SubTotal	1,779,349	\$38,767,218.11	\$21.787304295
9. Parking			
a. Structured (number of spaces)	800	\$3,321,136.00	\$4,151.420000000
B. Agency Rent SubTotal	1,779,349	\$3,321,136.00	\$1.866489373
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,779,349	\$42,088,354.11	
E. Adjustments SubTotal		\$0.00	
F. Total Rent Bill(D+E)		\$42,088,354.11	
15. Antennas			
Antenna		\$158,659.09	
G. Total Antenna Bill		\$158,659.09	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$42,247,013.20	
	Customization Tier		3
## Operating Cost Escalation Applies	(b) (4)		

Note: ANSI Rentable of 1,779,349 is 1,288,928 Assigned Usable Space PLUS 490,421 Common Space.
R/U Factor is 1.380487506

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Date Last Modified: 29-May-2013

OA Start Date:
OA End Date:

01-Oct-2014
30-Sep-2019

Extension of Term
Fiscal Year: 2017
Period: 01-Oct-2016 to 30-Sep-2017

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	1,779,349	\$38,256,003.50	\$21.500000000
3. Operating Costs ##	(b) (4)		
A. Market Rent SubTotal	1,779,349	\$38,777,953.62	\$21.793337685
9. Parking			
a. Structured (number of spaces)	800	\$3,321,136.00	\$4,151.420000000
B. Agency Rent SubTotal	1,779,349	\$3,321,136.00	\$1.866489373
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,779,349	\$42,099,089.62	
E. Adjustments SubTotal		\$0.00	
F. Total Rent Bill(D+E)		\$42,099,089.62	
15. Antennas			
Antenna		\$161,197.63	
G. Total Antenna Bill		\$161,197.63	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$42,260,287.25	
	Customization Tier		3
## Operating Cost Escalation Applies	(b) (4)		

Note: ANSI Rentable of 1,779,349 is 1,288,928 Assigned Usable Space PLUS 490,421 Common Space.
R/U Factor is 1.380487506

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OA Start Date:
OA End Date:

01-Oct-2014
30-Sep-2019

Extension of Term
Fiscal Year: 2018
Period: 01-Oct-2017 to 30-Sep-2018

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	1,779,349	\$38,256,003.50	\$21.500000000
3. Operating Costs ##	(b) (4)		
A. Market Rent SubTotal	1,779,349	\$38,788,914.57	\$21.799497777
9. Parking			
a. Structured (number of spaces)	800	\$3,321,136.00	\$4,151.420000000
B. Agency Rent SubTotal	1,779,349	\$3,321,136.00	\$1.866489373
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,779,349	\$42,110,050.57	
E. Adjustments SubTotal		\$0.00	
F. Total Rent Bill(D+E)		\$42,110,050.57	
15. Antennas			
Antenna		\$163,776.80	
G. Total Antenna Bill		\$163,776.80	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$42,273,827.37	
	Customization Tier		3
## Operating Cost Escalation Applies	(b) (4)		

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Extension of Term
Fiscal Year: 2019
Period: 01-Oct-2018 to 30-Sep-2019

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	1,779,349	\$38,256,003.50	\$21.500000000
3. Operating Costs ##	(b) (4)		
A. Market Rent SubTotal	1,779,349	\$38,800,105.70	\$21.805787230
9. Parking			
a. Structured (number of spaces)	800	\$3,321,136.00	\$4,151.420000000
B. Agency Rent SubTotal	1,779,349	\$3,321,136.00	\$1.866489373
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,779,349	\$42,121,241.70	
E. Adjustments SubTotal		\$0.00	
F. Total Rent Bill(D+E)		\$42,121,241.70	
15. Antennas			
Antenna		\$166,397.22	
G. Total Antenna Bill		\$166,397.22	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$42,287,638.93	
	Customization Tier		3
## Operating Cost Escalation Applies	(b) (4)		

Note: ANSI Rentable of 1,779,349 is 1,288,928 Assigned Usable Space PLUS 490,421 Common Space.
R/U Factor is 1.380487506